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**Attorneys for Defendant Novell, Inc.**

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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

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THE SCO GROUP, INC., a Delaware  
corporation,

Plaintiff,

vs.

NOVELL, INC., a Delaware corporation,

Defendant.

**DECLARATION OF HEATHER M.  
SNEDDON IN SUPPORT OF  
NOVELL, INC.'S MOTION FOR  
CONTINUANCE**

Case No. 2:04CV00139

Judge Dale A. Kimball

Heather M. Sneddon, under penalty of perjury, declares the following:

1. I submit this declaration in support of Novell, Inc.'s Motion for Continuance. The statements made herein are based on my personal knowledge.

64

2. I am an attorney duly licensed to practice law in the State of Utah and an associate in the law firm of Anderson & Karrenberg, P.C., local counsel of record for defendant Novell, Inc. ("Novell") in this action.

3. On approximately January 13, 2005, I received a call from Edward J. Normand of Boies, Schiller & Flexner LLP, counsel for The SCO Group, Inc. ("SCO") in this action. Mr. Normand informed me that he would be appearing on behalf of SCO to present oral argument at the hearing on Novell's Motion to Dismiss Amended Complaint, which was scheduled for February 1, 2005.

4. Mr. Normand asked me whether Novell would be willing to stipulate to a two or three-week extension of the February 1 hearing date. He informed me that he was not involved in earlier discussions between counsel to set the February 1 date, and that his wife was due to give birth only a few days following February 1. Mr. Normand also indicated that his firm was busy trying to complete discovery in another matter involving SCO.

5. On approximately January 18, 2005, I telephoned Mr. Normand to inform him that Novell was willing to stipulate to such a continuance.

6. After consultation with Judge Kimball's case manager, the hearing was subsequently rescheduled for March 8, 2005, consistent with the availability of Mr. Normand and Novell's lead counsel, Michael A. Jacobs, at that time.

7. On approximately February 18, 2005, however, Mr. Jacobs informed me that due to a long-running trial in which he was currently involved, he would no longer be available for the March 8 hearing. He asked that I contact SCO's counsel to request a stipulation to continue the hearing for approximately two weeks to accommodate Mr. Jacobs' schedule.

8. Accordingly, I contacted Mr. Normand on approximately February 18, 2005, requesting that SCO stipulate to a two-week continuance of the March 8 hearing date. I informed Mr. Normand of Mr. Jacobs' ongoing trial, and of Mr. Jacobs' anticipation that it would continue past the March 8 hearing date.

9. Upon consulting Judge Kimball's case manager regarding the Court's available dates to reschedule the March 8 hearing, I learned that the earliest dates available for the Court to reschedule the hearing would be April 25-28. I also relayed this information to Mr. Normand.

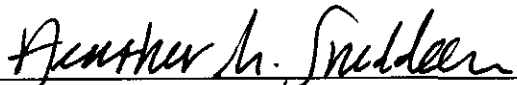
10. Mr. Normand subsequently contacted me and informed me that SCO was unwilling to stipulate to a continuance of the March 8 hearing date because, given the Court's availability, the continuance would amount to a delay of approximately two months.

11. On February 23, 2005, I sent a letter to Mr. Normand confirming our conversation regarding the continuance. A true and correct copy of my February 23 letter is attached hereto as Exhibit "1".

12. On February 24, 2005, I received an email from Mr. Normand, clarifying SCO's position with regard to the continuance. A true and correct copy of Mr. Normand's email is attached hereto as Exhibit "2".

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28<sup>th</sup> day of February, 2005, in Salt Lake City, Utah.

  
\_\_\_\_\_  
Heather M. Sneddon

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 28, 2005, I caused a true and correct copy of the foregoing **DECLARATION OF HEATHER M. SNEDDON IN SUPPORT OF NOVELL, INC.'S MOTION FOR CONTINUANCE**, to be served as indicated below:

**Via Hand-delivery, upon:**

Brent O. Hatch  
Mark R. Clements  
HATCH JAMES & DODGE, P.C.  
10 West Broadway, Suite 400  
Salt Lake City, Utah 84101

**Via Facsimile and U.S. Mail, postage prepaid, upon:**

Kevin P. McBride  
1299 Ocean Avenue, Suite 900  
Santa Monica, California 90401

Stephen N. Zack  
Mark J. Heise  
BOIES, SCHILLER & FLEXNER LLP  
100 Southeast Second Street, Suite 2800  
Miami, Florida 33131

Robert Silver  
BOIES, SCHILLER & FLEXNER LLP  
333 Main Street  
Armonk, New York 10504

A handwritten signature in black ink, appearing to read "Matthew Ruggito", is written over a horizontal line.

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JOHN T. ANDERSON  
Of Counsel

February 23, 2005

*Via Facsimile No. 914-749-8300  
and U.S. Mail*

Edward J. Normand  
Boies, Schiller & Flexner, LLP  
333 Main Street  
Armonk, New York 10504

**Re: The SCO Group, Inc. v. Novell, Inc.**

Dear Ted:

This letter shall confirm our conversation this afternoon, wherein you informed me that SCO is unwilling to stipulate to a continuance of the hearing date on Novell's Motion to Dismiss, due to the fact that the Court does not have any available dates to reschedule the hearing until the end of April.

Accordingly, Novell will be filing an appropriate motion with the Court.

Very truly yours,



Heather M. Sneddon

cc: Novell, Inc.  
Michael A. Jacobs, Esq.

## TRANSACTION REPORT

FEB/23/2005/WED 05:32 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	FEB/23	05:31PM	19147498300	0:00:49	2	OK	ECM 6268

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**FAX TRANSMITTAL SHEET**

TO: Edward J. Normand  
 FAX NO.: 914-749-8300  
 FROM: Nathan B. Wilcox  
 DATE: February 23, 2005  
 CLIENT: Novell (90068.31)  
 PAGES: 2, including cover page

Message:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS DOCUMENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN ARRANGE FOR THE RETURN OF THE DOCUMENTS TO US AT NO COST TO YOU.

SENT BY: Michelle Rizzuto

**Heather Sneddon**

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**From:** Ted Normand [TNormand@BSFLLP.com]

**Sent:** Thursday, February 24, 2005 7:18 AM

**To:** Heather Sneddon

Heather – I received your letter. The basis for SCO's unwillingness to stipulate to a continuance of the hearing date on Novell's second Motion to Dismiss not only is that the Court did not propose any available dates to reschedule the hearing until April 25-28, but also because on those dates counsel for SCO is scheduled to be in trial in Bankruptcy Court in the Southern District of New York, and therefore (given the current schedule) could not argue the motion on those dates. As a consequence, although Novell wants and has asked for no more than a 10- or 14-day extension of the hearing date, the stipulation apparently would require SCO to agree to an extension of approximately two months. If you file a motion, as you and I discussed yesterday, we will explain those circumstances to the Court.

Ted Normand

2/25/2005